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ABSTRACT

This bargaining agreement between the Board of Trustees of Bucks County Community College (BCCC) and the BCCC Federation of Teachers outlines the terms of employment for all faculty members between 1986 and 1989. The 21 articles in the agreement set forth provisions related to: (1) recognition of the federation as the exclusive bargaining agent; (2) fair practices; (3) academic freedom; (4) grievance procedures; (5) renewals and tenure; (6) released time; (7) collegial coverage of absences; (8) field trips; (9) professional and educational conferences; (10) personnel files; (11) participation in governance; (12) the college calendar; (13) personal and professional leaves of absence; (14) salary, rank, and promotion; (15) course preparation; (16) benefits; (17) seniority, transfers and displacement; (18) the totality of the agreement; (19) strikes and lock-outs; (20) severability; and (21) the term of agreement. Attachments include a side letter of agreement on tenure and statements of college policies adopted or amended by the Board of Trustees in 1972, 1977, and 1986. (AJL)

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ED301290

AGREEMENT

BETWEEN

BUCKS COUNTY COMMUNITY COLLEGE

AND

BUCKS COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS

Local 2238, American Federation of Teachers

AFL-CIO

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TABLE OF CONTENTS

ARTICLE I.	RECOGNITION	1
ARTICLE II.	FAIR PRACTICES	3
ARTICLE III.	ACADEMIC FREEDOM	3
ARTICLE IV.	GRIEVANCE PROCEDURE	3
ARTICLE V.	RENEWALS AND TENURE	5
ARTICLE VI.	RELEASED TIME	7
ARTICLE VII.	COLLEGIAL COVERAGE	7
ARTICLE VIII.	FIELD TRIPS	7
ARTICLE IX.	PROFESSIONAL AND EDUCATIONAL CONFERENCES	7
ARTICLE X.	PERSONNEL FILE	8
ARTICLE XI.	INSTITUIONAL PARTICIPATION	8
ARTICLE XII.	COLLEGE CALENDAR	11
ARTICLE XIII.	LEAVES	11
ARTICLE XIV.	SALARY, RANK AND PROMOTION	17
ARTICLE XV.	COURSE PREPARATION	19
ARTICLE XVI.	BENEFITS	20
ARTICLE XVII.	SENIORITY, TRANSFERS AND DISPLACEMENT	21
ARTICLE XVIII.	TOTALITY OF AGREEMENT	22
ARTICLE XIX.	AGREEMENT AGAINST STRIKES AND LOCKOUTS	23
ARTICLE XX.	SEVERABILITY	23
ARTICLE XXI.	TERM OF AGREEMENT	23

AGREEMENT

This agreement made and entered into this October 29, 1986 by and between Bucks County Community College (College), through its Board of Trustees (Board) and the Bucks County Community College Federation of Teachers, Local 2238, American Federation of Teachers, AFL-CIO (Federation).

ARTICLE I. RECOGNITION

A. The Board recognizes the Federation as the sole and exclusive bargaining agent for the following classes of employees (faculty or faculty members), administratively assigned to its Newtown Township campus;

Professors, Senior Associate Professors, Associate Professors, Assistant Professors, Instructors, Associate Instructors, Librarians, Counselors, including Area Coordinators; and excluding all part-time employees, Department Chairpersons, supervisors, first level supervisors, management level employees and confidential employees as defined in Act 195.

B. (1) The Board agrees to deduct annually in twenty-six (26) equal installments from the salaries of faculty members who have a legal and unrevoked written authorization so to do in effect, the regular annual dues of the Federation, and to remit same to the Federation no later than fifteen (15) days after the close of each month that deductions are made, together with a list containing the names of the faculty members from who the deductions are made and the amount deducted from each. The Federation will forward proper and legal authorization to the College at least thirty (30) days prior to the commencement of said deductions. The specifics of the establishment of a deduction schedule that is different from the schedule presently in use will be by mutual agreement.

(2) Each faculty member, who on the effective date of this agreement, is a member of the Federation or who thereafter becomes a member shall as a condition of employment maintain his/her membership in the Federation provided that such faculty member may resign from the Federation during a period of fifteen (15) days prior to the expiration of this Agreement or any renewal or extension thereof by notifying both the Board and Federation, by certified mail, of his/her desire to terminate his/her membership. The payment of dues while a member shall be the only union requisite employment condition.

(3) The Federation hereby agrees to indemnify the College and save the College harmless for any claim or demand which may be made against the College arising out of the collection and submission of dues which it has remitted to the Federation. The Federation assumes the liability for the dues deduction authorization and the College shall be indemnified and held harmless for actions or claims concerning such authorization.

C. The President of the College and Faculty (President), his designated representative and the representatives of the Federation will meet at least once a month unless waived by both parties for the purpose of discussing matters of educational policy and other matters of mutual concern to either party as well as matters relating to the implementation of the Agreement. At least one week in advance of the scheduled meeting the Federation will submit a proposed agenda of matters it desires to discuss.

D. (1) The Federation, its officers and members, may engage in union activities or hold any meeting on Board property provided that it does not interfere with or interrupt normal College operations or the obligations and duties of faculty members as employees.

(2) The Federation shall have a separate office, furnished as available, assigned to its exclusive use, but the Federation will be responsible for all maintenance and consumable supplies.

E. The College will provide reasonable space upon its bulletin boards for the posting of official Federation notices, which shall include:

(1) Notice of Federation elections, appointments, and results of Federation elections.

(2) Notice of Federation meetings or other appropriate activities, College shall permit Federation use of the inter-office mail service and mail boxes for distribution of official Federation material.

F. Rights of Board. Except as hereinafter specifically provided, the operation and administration of the College, including the right to make rules and regulations pertaining thereto, shall be fully vested in its Board and the President and their duly designated representatives. Nothing herein stated shall be construed as a delegations or waiver of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the Commonwealth of Pennsylvania. All parties to this Agreement, the Board and its representatives and the Federation and its representatives, shall take no action violative of any provision of this Agreement.

G. A special term contract is issued by the President to a full-time employee who is assigned in place of a faculty member who is on leave of absence or to cover a special situation, such contracts are issued for a specified period of time, up to and including a full academic year. During the term of the special term contract, the employee shall be entitled to all rights and benefits of this Agreement, except Article V-Renewal and Tenure, and Article XVII - Seniority, Transfer and Displacement. Provided, however, if such an employee is appointed to a regular faculty position without a break in service, he shall henceforth be considered in the bargaining unit and his seniority and credit toward tenure shall commence from the date of continuous full-time employment.

H. Any individual contract between the Board and a faculty member shall be subject to the terms of this Agreement.

I. The Board shall make available to the Federation, upon its request, information, statistics and records relevant to any negotiations necessary for the processing of a grievance under the terms of this Agreement. It is understood that this shall not require the Board to compile information, statistics or records in a form other than in which they already exist, unless mutually agreed.

ARTICLE II. FAIR PRACTICES

The parties shall not discriminate against a faculty member or any applicant for employment because of age, race, creed, color, national origin, sex, marital status, or membership in the Federation (or lack therof), or activities on behalf of the Federation.

ARTICLE III. ACADEMIC FREEDOM

The College subscribes to the following statement on academic freedom:

1. Any faculty member is entitled to freedom of discussion in the classroom, provided the discussion is relevant to the course.

2. Any faculty member is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his primary responsibilities.

3. The College faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, or exercises his legal or constitutional rights, he shall be free from institutional censorship or discipline. However, in his extramural utterances he has an obligation not to permit the implication that he is an institutional spokesman.

4. Libraries should provide books and other materials presenting all points of view concerning the problems and issues of our times; no library materials should be proscribed or removed from libraries because of partisan or doctrinal disapproval. In no case should library materials be excluded because of the race, nationality, or the social, political or religious views of the authors.

ARTICLE IV GRIEVANCE PROCEDURE

A. A grievance is a complaint:

(1) Arising out of the interpretation, application or violation of any provision of this Agreement;

(2) Involving the work situation; or that a practice or policy is improper or unfair; or that there has been a deviation from, or a misinterpretation or misapplication of a practice or policy.

Step 1. The Grievant and his Department chairperson or immediate supervisor shall make every effort to resolve a grievance informally. The informal solution of a grievance shall not be considered a precedent, or, for other purposes, binding on either party.

Step 2. If the grievance is not satisfactorily resolved in Step 1, the Department Chairperson or immediate supervisor, after ten (10) working days after the act or condition giving rise to the grievance, has the right to notify the appropriate Dean or Director that the grievance cannot be informally resolved at Step 1. The grievant may, within five (5) working days after the failure to reach a satisfactory resolution, but no later than fifteen (15) working days after the act or condition giving rise to the grievance as specified in D below, submit the grievance in writing on a standard grievance form to the appropriate Dean or Director. The Dean or Director, shall, within ten (10) working days after receipt of the written grievance, which time shall include the time required for a hearing duly convened after having given a minimum of three (3) days notice, communicate his decision in writing to the grievant, the Department Chairperson and the President and Vice President of the Federation.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievant may, within five (5) working days after the receipt of the written decision from the Dean or Director, submit a written appeal to the Assistant to the President for Employee Relations. The Assistant to the President for Employee Relations, shall, within ten (10) working days after his receipt of the written appeal, which time shall include the time required for a hearing duly convened after having given a minimum of three (3) days notice, communicate his decision in writing to the grievant, the Department Chairperson, the Dean or Director, and the President and Vice-President of the Federation.

Step 4. If the grievance is not satisfactorily resolved in Step 3, the Federation (or the College) only may, not sooner than ten (10) working days after receipt of the written decision of the Assistant to the President for Employee Relations, and not later than one (1) day preceding the commencement of the following academic year, call for a prearbitration meeting with the President and thereafter the Federation only may submit the matter to the American Arbitration Association for arbitration under its rules. If the grievance is a matter arising out of the interpretation, application, or violation of any provision of this Agreement, the decision of the arbitrator shall be final and binding upon the parties. The arbitration award, however, shall not modify, change, add to or subtract from any provision of this Agreement. If the grievance is a matter arising under A.2 above, the Arbitration Award shall be advisory to the President. If the President should fail to implement an advisory arbitration award, the Federation only may appeal the matter to the Board which shall hear the appeal at its next regularly scheduled meeting. The decision of the Board shall control and shall be final.

B. A grievance shall be filed at its appropriate point of origin. All grievances filed at level two or above of this procedure shall be filed on the standard grievance form. All procedures relating to that step shall apply, including the right of appeal.

C. The Federation shall have the right to initiate or appeal a grievance at any step of this procedure.

D. All grievances must be filed in writing on standard grievance forms no later than fifteen (15) working days after the act, event or condition giving rise to the grievance. If the act, event or condition is unknown to the grievant at the time it occurs, the fifteen (15) working day limitation shall commence when the grievant knows or reasonably should have known of the act, event, or condition.

E. The Federation shall have the right to be represented at all formal steps of this grievance procedure.

F. A faculty member may be represented by the Federation at all steps of this grievance procedure.

G. Failure by either party to comply with the time limits specified in this Article, unless extended by mutual agreement of the parties, shall mean the grievance is considered settled by the position or decision of the opposite party last taken; except that failure to communicate a decision within the times specified in Steps 2 and 3, unless mutually extended, shall permit the grievant to proceed to the next step of the procedure.

H. Grievance meetings shall be held at such time and place as not to interfere with class instruction.

I. Arbitration hearings shall be held at a time and place which will afford a fair and reasonable opportunity for all necessary parties, including witnesses, to be present. The parties will cooperate so faculty members whose presence is required at the hearing, including witnesses, may be present without any loss of wages.

J. The arbitrator's fee and that of the American Arbitration Association shall be shared equally by the Federation and the College, but each shall bear its own costs of presenting its case to the Arbitrator.

K. Arbitrator(s) shall not have the power to add too, subtract from, modify or change any of the terms of this Agreement.

ARTICLE V. RENEWALS AND TENURE

A. RENEWALS:

1. Faculty member contracts shall be for a period of one year. Faculty renewal contracts for the following academic year will be offered no later than March 15. Contract offers must be accepted or refused no later than April 15. Failure of an employee to return a renewal agreement by April 15 shall be deemed a resignation, unless an extension of fifteen (15) calendar days has been requested in writing by the employee. An additional extension also requested in writing shall require a mutual agreement in writing. First year faculty contracts for the following academic year will be offered no later than May 15. Contract offers must be accepted or refused by first year faculty

members within fifteen (15) days of receipt, provided that in no event may such acceptance or refusal be received by the College after May 31. Notice of non-renewal will be given as soon after March 15 as possible but in no event later than May 15.

2. If a faculty member's contract is not renewed he shall be entitled to the reasons in writing if he so requests. No first year faculty member will be denied a renewal contract except for cause. If the cause is questioned, the matter shall be processed through the grievance procedure except that an appropriate committee of the Board shall replace arbitration as a final and binding step.

3. During and after a faculty member's second year at the College, intent not to renew for the following academic year must be communicated in writing no later than December 15 and only for just cause. If the cause is questioned, the matter shall be processed through the grievance procedure except that an appropriate committee of the Board shall replace arbitration as the final and binding step.

B. TENURE:

1. Tenure requires six (6) years of college level teaching at Bucks County Community College.

2. During the fifth (5th) year of College teaching at Bucks County Community College, the Faculty member must be notified in writing by September 15 of (A) intent to award tenure upon successful completion of the sixth year, or (B) probationary consideration under a one year contract. During the sixth (6th) year of probation at the College, the faculty member must be given notice in writing by December 15 of intent not to renew or of the awarding of tenure with the following academic year. Any dispute arising out of the failure to award tenure in the sixth (6th) year shall be processed through the grievance procedure including binding arbitration.

3. Tenured faculty shall be denied employment only on the basis of incompetence, physical or mental incapacity, consistent failure to fulfill the responsibilities of the position.

4. Any dispute arising out of Article V.B. shall be processed through the grievance procedure, to and including final and binding arbitration.

ARTICLE VI. RELEASED TIME

A. Released time from teaching duties or compensation commensurate with the task or duties involved shall be granted, with prior administrative approval, for activities and projects of a special nature such as:

1. Inservice training
2. Course curriculum revision or development
3. Institutional research
4. Extra-curricular sponsorship

Any disputes under paragraph A. of this Article will be subject to the grievance procedure through Step 3. If the grievance is not satisfactorily resolved in Step 3, the Federation only may appeal the decision to the Board, whose decision shall be final and binding.

B. The President of the Federation shall have two released sections per semester. The Vice President of the Federation (Grievance Chairperson) shall have one released section per semester .

ARTICLE VII. COLLEGIAL COVERAGE:

Following three (3) consecutive days of absence covered by collegial cooperation, the Board shall arrange for coverage of ensuing absences. If faculty members are utilized to cover the ensuing absences, overload rates shall be paid. Faculty members shall suffer no loss in pay for absences covered by collegial cooperation. Absence as a result of emergency shall not require collegial cooperation nor result in loss of pay.

THE OVERLOAD RATE FOR PAYMENT SHALL BE:

For lecture or classroom: 1/15th of the overload and summer rate (Article XIV.F.) per hour.

For laboratory or studio: 1/18th of the overload and summer rate (Article XIV.F.) per hour.

For team sports: 2/15ths of the overload and summer rate (Article XIV.F.) per hour.

ARTICLE VIII. FIELD TRIPS

The Board shall reimburse faculty members for all authorized expenses incurred on field trips conducted for the faculty member's class. Such field trip expenses must have prior approval of the faculty member's Department Chairperson.

ARTICLE IX. PROFESSIONAL AND EDUCATIONAL CONFERENCES

Present policies covering reimbursement for travel shall continue in effect and be applied in an equitable manner.

ARTICLE X PERSONNEL FILE

A. All information relating to a faculty member shall be kept in an official personnel file, in the Office of the Dean of Academic Affairs.

B. No material derogatory to a Faculty member's conduct, service, character, or personality shall be placed in the official personnel file of such faculty member unless it is signed by the author of such material and only if the faculty member has been given an opportunity to read the material promptly following its receipt or formulation. The faculty member shall acknowledge that he/she has read such material to be filed by affixing his/her signature on the actual copy of the material to be filed. Such acknowledgment shall not imply agreement with the material. Any material not so treated shall be given no weight or consideration for any purpose whatsoever and at the faculty member's request shall be removed from the file.

C. A faculty member shall have the right to answer any material now in his/her file as well as any material filed hereafter, and his/her answer shall be attached to the file copy.

D. A faculty member shall have the right to examine his/her file and shall, upon his/her request, be given single copies of any material in his/her file except for confidential recommendations received in connection with his/her original appointment at the College.

E. Administrators should place in the faculty member's file information of a positive nature, indicating special competencies, achievements, recognitions, performances or contributions of an academic nature. Faculty members may suggest positive material for their files to the Department Chairperson or immediate supervisor.

F. Material not in the official file may not be used against the faculty member for any purpose.

G. The faculty member may challenge any material in his/her file through the grievance procedure and, if the challenge is sustained, the material shall be removed from the file.

ARTICLE XI INSTITUTIONAL PARTICIPATION

The following shall govern institutional participation of the College:

A. The President shall appoint to each of the following committees seven (7) or more members, the majority of whom are to be designated by the Federation and the remainder by the President. Additional members may be appointed by the President after consultation with and mutual agreement with the Advisory Council, acting upon a recommendation of each committee. Each committee shall elect its chairperson by majority vote and each member shall have equal voting rights.

The parties agree that they will not interfere in the process of designating original or added membership to committees.

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B. There shall be the following standing committees:

1. Committee on Academic Affairs
2. Committee on Academic Performance
3. Committee on Admissions and Financial Aid
4. Committee on Athletics
5. Committee on College Calendar
6. Committee on Community Services
7. Committee on Cultural Affairs
8. Committee on Developmental Education
9. Committee on Institutional Research and Academic Advising
10. Committee on Instructional Resources
11. Committee on Student Activities
12. Committee on College-wide Criteria for Evaluation of Instruction
13. Committee on Curricular Revision

C. The President may establish ad hoc committees as he deems appropriate, or may do so acting upon a recommendation by a committee chairperson, or an organization of the College community. Membership on ad hoc committees shall be designated in the same manner as membership on standing committees.

D. There shall be an Advisory Council to the President composed of no more than five (5) persons designated by the Federation and no more than four (4) persons designated by the President. The Advisory Council shall assist the standing and ad hoc committees and the President should any problems regarding Committee activities arise. It shall receive for consideration all reports and recommendations of all standing and ad hoc committees. The Council may submit recommendations on the matter but may not amend or modify the committee report. The Council shall within 30 calendar days take one of the following actions:

1. Refer the report to the President with its own recomendations. Copies shall be forwarded to the originating committee.

2. Return the report with its own recommendations to the originating committee for further consideration.

Upon receiving the report a second time, the Council shall, within fifteen (15) days, refer the report and its own recommendations to the President.

E. Upon receiving an initial report from the Advisory Council, the President shall, normally within thirty (30) calendar days, take one of the following actions and so inform the Advisory Council:

1. Implement the recommendation.

2. Forward same to the Board with his recommendations for approval.

3. Return same to the Advisory Council with his written comments for the Council's further consideration.

F. The Advisory Council shall reconsider the report and recommendations and, within 30 calendar days, may resubmit same to the President, may modify the Report, or may refer the matter to the original committee for further review and action. Copies shall be forwarded to the originating committee. Upon receipt of such recommendations from the Advisory Council, and within thirty (30) calendar days, the President shall take one of the following actions and so inform the Advisory Council:

1. Implement the recommendations.

2. Forward the recommendations with his written comments to the appropriate committee of the Board and the Advisory Council. If the comments of the President are negative, the Advisory Council shall have the right to forward written comments to the Board or appoint no more than two (2) advocates to appear before the appropriate Board Committee.

G. All standing and ad hoc committees will adhere to the following procedure:

Copies of all Advisory Council, Standing and ad hoc committee minutes and reports of committee meetings shall be posted on a bulletin board presently located in Penn Hall. In addition, standing committee and ad hoc committee minutes and reports of said committees will be forwarded to the President, the Federation and the Advisory Council at the same time that such material is distributed to members of the standing or ad hoc committee.

H. Contemplated changes in policy matters affecting wages, hours, and other terms and conditions of employment, as well as the impact thereon, that fall within the areas of responsibility of a standing committee, shall be referred first to such committee for consideration under the procedures of this Article. The committees shall respond promptly or as required. Except in cases of urgency, adoption of a policy change will be withheld pending the completion of the procedures of this Article.

I. Service on a specific committee is voluntary but faculty members are strongly encouraged to participate in College affairs through active service on College committees. Failure of any committee member to provide active service and attendance may lead to a request for removal from such committee. Faculty members should normally limit their service on a specific committee to two (2) consecutive academic years.

ARTICLE XII COLLEGE CALENDAR

The College calendar for the academic year shall be printed and made available to the faculty. The teaching faculty shall not be required to be present during student holidays except for two days for the purpose of mandatory professional staff meetings, faculty meetings, departmental meetings, on the first weekday (non-holiday) contiguous to the first day of classes of each semester, without any additional compensation. If additional teaching faculty attendance is required during student holidays, the faculty members shall receive compensation as provided under Article VI. Release time.

Faculty members who are assigned to conduct a workshop as part of a College inservice day program shall be compensated seventy-five ($75) dollars for preparation and presentation and shall receive an additional fifty ($50) dollars for a repeated presentation in the same academic year.

ARTICLE XIII LEAVES

A. MATERNITY LEAVES

Upon written request, a faculty member who becomes pregnant shall be granted a leave of absence without pay for a period not to exceed two (2) semesters following the birth of the child. The faculty member must notify the President of the intention to return no later than April 1 for the following spring semester. One (1) semester shall be calculated as time served with all accrued benefits to which she would have been entitled had she been in regular service of the College, subject to payment of contributions provided for hereafter where necessary. Faculty members on such leave of absence shall be permitted to continue their contributions as well as those of the Board for insurance and other benefits, at no cost to the College. Upon return to the College, after having completed such leave, such faculty member shall be placed on her prior assignment, or as close thereto as possible.

B. CHILD CARE LEAVE

Unless there is a reasonable basis for denial, the President will grant a faculty member who is a parent a leave of absence without pay for the purpose of child care only. Such leave will be approved for a maximum period of one (1) year at a time. One (1) semester shall be calculated as time served with all accrued benefits to which she/he would have been entitled had she/he been in regular service of the College, subject to payment of contributions provided for hereafter where necessary. Faculty members on such leave of absence shall be permitted to continue their contributions as well as those of the Board for insurance and other benefits, at no cost to the College. Upon return to the College, after having completed such leave, such faculty member shall be placed on his/her prior assignment, or as close thereto as possible.

C. BEREAVEMENT

In the event a faculty member suffers a death in his/her immediate family, he/she shall receive up to five (5) days (which includes the day of the funeral) leave of absence with pay. "Immediate family" shall be defined as spouse, parent, son, daughter, brother, sister, or any relative residing in the same household as the faculty member or up to three (3) days for mother-in-law or father-in-law.

D. JURY DUTY

A leave of absence shall be granted a faculty member called for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between the faculty member's salary as computed on a daily basis and the daily jury duty fee paid, provided, however, that the Board shall have the right to have such employee relieved of jury duty or other such appearance in any manner permitted by law; and the faculty member is expected to report for his/her regularly scheduled College duty when his/her attendance at court is not required for the aforementioned jury duty, to the extent this is possible allowing for reasonable travel time.

E. SABBATICAL LEAVE

1. Eligibility:

To qualify as a candidate for sabbatical leave, the faculty member must have completed six (6) years or more of successful continuous full-time service at Bucks County Community College since beginning service or since his/her last sabbatical. Any approved leave of absence during this period will be considered full-time service.

In order to be eligible for sabbatical leave consideration, faculty must be here and teaching a full load the year before the sabbatical is awarded.

2. Procedure:

Eligible candidates shall make application in the form of a written proposal during the period from October 15 to December 1 of the year preceding the intended leave to the appropriate dean. The proposal shall set down details of plans, anticipated results, and arrangements including an accounting of any anticipated income to be derived therefrom. The applicants will be notified not later then February 1 of the action taken on their proposal. The College shall forward to the Federation a list of applicants and a copy of the notifications sent to the applicants, which shall include the reasons for the decision made by the College regarding the sabbatical application.

A sabbatical leave which will result in increased individual performance or produce academically or socially useful results valuable to the College may be granted.

3. Conditions

a. No more than two (2%) or four (4) whichever is greater, of the faculty of the College may receive a one semester sabbatical leave during an academic year.

b. No more than two (2%) or four (4) whichever is greater, of the faculty of the College may receive a two (2) semester sabbatical leave during an academic year. The cost of replacement of faculty awarded a two (2) semester sabbatical shall not be greater than one-half the full-load costs of those faculty.

c. Sabbatical may be (1) semester or two (2) semesters in duration with total compensation for the period set at one-half (1/2) academic year salary.

d. Subject to reasonable and equitable distribution of selections from professional divisions and academic departments, thereby not adversely affecting the teaching capacity of a subject area, applicants for sabbatical leave who qualify under Section 1. Eligibility and Section 2. Procedure above, will be approved in their order of seniority.

e. A faculty member granted sabbatical leave will be entitled to the benefits he/she would accrue during the full-time duty. Upon return to the College, after having completed sabbatical, such faculty member shall be placed on his/her prior assignment, or as close thereto as possible, and shall file within three (3) months after resumption of full-time service with the appropriate dean of the College a written report of his/her activities and accomplishments during the sabbatical leave, unless waived by the College.

f. A faculty member who does not return to Bucks County Community College for a period of at least one (1) year after completing his sabbatical leave must reimburse the College for all monies received from it during such leave, unless waived by the College.

F. LEAVES FOR SERVICE TO THE FEDERATION

Any faculty member who is elected or appointed to a full-time position with the Federation or its affiliated organization, will upon written application submitted ninety (90) days, but not less than sixty (60) days, prior to the start of the semester, be granted a leave of absence without pay for a period not to exceed two (2) semesters, or not to exceed two (2) years, if elected or appointed to a Federation office of such term.

Upon return to the College, after having completed such service, such faculty member shall be placed on his/her prior assignment, or as close thereto as possible, with all accrued benefits and increments to which he/she would have been entitled had he/she been in regular service of the College, subject to the payment of contributions provided for hereafter, where necessary.

Faculty members on such leaves of absence shall be permitted to continue their contributions, as well as those of the Board, for insurance and other benefits at no cost to the College.

G. SPECIAL LEAVES

1. Unless there is a reasonable basis for denial special leaves of absence without pay for full-time faculty members will be approved by the President for one (1) year, which may be renewed for an additional year, for special purposes including acceptance of a fellowship, residency required for an advanced degree, full-time graduate study, or other reason which would be of benefit to both the professional staff member and the College. One (1) semester leaves may be granted at the sole discretion of the President.

2. Applications for leaves of absence must be made in writing to the appropriate department chairperson no less than ninety (90) days prior to the date on which the requested leave would begin. Applications shall state the reasons for the leave and the contemplated results which would further the educational pursuits of the College.

3. The department chairperson shall state in writing a recommendation and its basis to the Dean of Academic Affairs who shall state in writing a recommendation and its basis to the President. Copies of said recommendations shall be forwarded to the applicant by the department chairperson and the Dean. When the President reaches a decision, either granting or not granting said leave, the reasons in writing shall be sent to the applicant no less than thirty (30) days after the date of application of said leave. Personnel on leave are required to notify the President and their respective chairperson ninety (90) days prior to the date of their intended return.

4. Upon return to the College, after having completed such unpaid leave of absence, such faculty member shall be placed on his prior assignment, or as close thereto as possible, with all accrued benefits and increments to which he would have been entitled had he been in regular service of the College, subject to the payments of contributions provided for hereafter, where necessary.

5. A full-time faculty member granted such leave may continue the benefits provided by the College at no cost to the College.

H. VOLUNTARY PARTIAL LEAVES

1. Faculty members who have completed two (2) or more years of full-time service at the College may request reduction in work load for any/all of the following reasons:

   a. Graduate study
   b. Family responsibilities
   c. Preparation of material for publication
   d. Creative endeavor including music and art shows
   e. Health
   f. Retraining or preparation to teach in another academic discipline approved by the College for the purpose of enabling a faculty member to remain current in his discipline or prepare himself for a new or different discipline important to the College.

2. Unless there is a reasonable basis for denial, such as adverse effect on the teaching capacity of a subject area, or library and counseling services, voluntary partial leaves will be approved by the President for (1) or two (2) semesters.

3. No more than two (2%) or four (4), whichever is greater, of the faculty of the College shall be on leave "A to E" at any one time. No more than two (2%) percent or four (4), whichever is greater, of the faculty of the College shall be on leave "F" at any one time.

4. Applications for such leave shall be given in writing to the department chairperson. Approval of requests for the following academic year will be given on April 1. If openings remain, requests will be considered up to sixty (60) calendar days prior to the semester of the requested leave.

5. Faculty on such status shall maintain a proportionate number of office hours and advisees, and shall contribute a proportionate amount of effort to general department and College work.

6. Voluntary partial leave shall not reduce the faculty member's load below one-half the normal load, nor shall it affect his status as a member of the bargaining unit, any other provisions of this Agreement notwithstanding.

7. Faculty members on such leaves shall continue to accrue all benefits and salary as if in regular full-time service except that such salaries, and College contributions to benefits, shall be reduced proportionately to the reduction in work load. Faculty members shall be permitted to pay the differential to continue full insurance and other benefits.

8. Faculty members who have received a voluntary partial leave will be eligible to apply for a second voluntary partial leave according to the contract; however, they will be considered for a second voluntary partial leave only if the number of first time qualified applicants does not exceed contract limitations.

I. SICK LEAVE

Employees covered by this Agreement shall be entitled to paid sick leave to the extent and as provided hereunder:

1. At the commencement of each academic year each employee will be credited with an initial or additional ten (10) work days of paid sick leave. Unused paid sick day credits may be carried over from one academic year to another to a maximum accumulation of thirty (30) work days.

   For each work day missed as a result of sickness or illness that is not handled by collegial coverage or made up by the faculty member, one work day will be deducted from the accumulated sick leave days credited to the employee. There shall be no charge against accumulated sick leave if the class(es) is collegially covered or made up under the normal practices.

2. If an illness continues for an extended period and the employee is provided coverage under the disability insurance program which goes into effect after thirty (30) calendar days of illness, the employee may not also receive pay under sick leave pay plan. With the effective date of this Agreement the number of sick leave calendar days presently accumulated by each employee in his/her bank will be credited as sick leave work days, not to exceed thirty (30).

ARTICLE XIV SALARY, RANK AND PROMOTION

A. SALARY, RANK AND PROMOTION

RANK	SALARY PLACEMENT RANGE	MINIMUM QUALIFICATIONS
INSTRUCTOR	12,720 - 18,120	Bachelor's degree or equivalent, plus two (2) years successful teaching experience, or master's degree or equivalent.
ASSISTANT PROFESSOR	14,040 - 20,640	Master's degree or equivalent, minimum of four (4) years successful teaching experience, two (2) of which must be at Bucks County Community College.
ASSOCIATE PROFESSOR	15,960 - 23,760	Master's degree or equivalent plus a minimum of six (6) years successful collegiate teaching.
SENIOR ASSOCIATE PROFESSOR	17,880 - 25,080	Master's degree or equivalent plus a minimum of ten (10) years successful collegiate teaching, five (5) of which must be at Bucks County Community College.
PROFESSOR	19,680 - 26,880	Doctorate degree or equivalent. Ten (10) years successful collegiate teaching, five (5) of which must be at Bucks County Community College.

Initial placement of new appointees to the rank of instructor, and assistant professor shall conform to the above minimum qualifications, unless waived by the President of the College.

B. Promotions

1. Promotions to the rank of Assistant Professor shall be automatic in the academic year following the attainment of the minimum qualifications listed in Table A.

2. Promotions to the rank of Associate Professor, Senior Associate Professor, and Professor shall be considered for the Academic year following attainment of the minimum qualifications listed in table A. Such promotions shall not be arbitrarily or capriciously denied. Grievances arising under this paragraph will follow the procedure providing for advisory arbitration in the Grievance Procedure.

C. The present policies and procedures relating to waivers and equivalencies shall remain in effect and shall continue to be applicable to both initial appointments and promotions.

D. 1. Faculty members who attain an earned Ph.D or Ed.D during service with Bucks County Community College shall receive an additional seven hundr and fifty ($750) dollars in the academic year following the granting o the degree, provided the faculty member has a least three (3) years service at Bucks County Community College.

2. Faculty members who are promoted to the rank of Assistant Professor shall receive an additional salary increase of two hundred and fifty ($250) dollars.

3. Faculty members who are promoted to a rank above Assistant Professor shall receive an additional salary increase of five hundred ($500) dollars.

4. Faculty may be considered for promotion from senior associate professo to professor once they have achieved the minimum qualifications for th rank of professor. This promotional recommendation made by the department chairperson to the Academic Dean of the College must be bas on positive classroom evaluations and service to the College.

Faculty holding the rank of senior associate professor or professor shall be evaluated for classroom instruction once every three years. According to agreed to past practice, faculty members who have receive the promotional salary increase for the senior associate professor rank and are now being considered for the professor rank after obtaining th minimum qualifications shall not receive an additional salary increase of $500.

E. 1. The College will apply improved wage increases set forth below as of August 16, 1986.

RANK	1ST YR. 1986-87	2ND YR. 1987-88	3RD YR. 1988-89
INSTRUCTOR	6%	6%	6%
ASSISTANT PROFESSOR	"	"	"
ASSOCIATE PROFESSOR	"	"	"
SR. ASSOCIATE PROFESSOR	"	"	"
PROFESSOR	"	"	"

2. A faculty member at or beyond maximum salary in his rank shall not be denied the increases in salary specified herein.

3. Librarians employed on a twelve (12) month contract will be paid at 1.3 times their base salary. They shall be entitled to twenty-two (22) work days of prorated vacation per year. Vacation schedules must be mutually agreed upon by the employee and the College. Conflicts between employees regarding vacation schedules shall be resolved on the basis of seniority. All twelve (12) month librarians shall have two (2) emergency leave days and two (2) personal days annually. All nine (9) month librarians shall have one (1) emergency and one (1) personal day annually. These emergency and personal days are not cumulative. Emergency leave is defined as leave for an unexpected or unscheduled activity in the personal life of the Librarian that requires immediate attention (i.e. settlement on a real estate transaction, admission of a member of the family to a hospital, or compulsory court attendance, etc.).

4. Faculty members assigned as Area Coordinators shall be compensated for such duties at the rate of seven hundred ($700) dollars per semester, with no course reduction. Area Coordinators reappointed may elect to continue their present compensation so long as they are assigned to such position; however, a new appointee shall not receive a course reduction.

F. OVERLOAD AND SUMMER SCHOOL

1. Compensation for overload and summer school teaching shall be at the rate of three hundred, fifty ($350) dollars per credit hour.

2. Counselors and librarians shall be compensated for work authorized in addition to their regular schedule at a per hour rate of two-thirds (2/3) of the lecture or classroom per hour rate (Article VII).

G. TUITION REIMBURSEMENT

Effective with this agreement, the Board will establish a fund with a maximum of $5,000 per year for faculty members in accredited doctoral programs who shall receive tuition reimbursement applied equitably up to a maximum of two hundred ($200) dollars per semester for each faculty member in such program.

Effective with this agreement, the Board will establish a fund with a maximum of $5,000 per year for faculty members holding a master's degree to be used in an accredited course of study in the teaching discipline of the applicant or for faculty members participating in the VPL program of retraining as set forth in Article XIII, H, 1.F. above. Said faculty member shall receive tuition reimbursement applied equitable up to a maximum of two hundred dollars ($200) per semester for each faculty member in such program.

ARTICLE XV COURSE PREPARATION

The President of the College will establish a committee to study the question of course preparation. This committee will be established in the fall of 1987 and have union and administration representatives.

ARTICLE XVI BENEFITS

A. HOSPITALIZATION AND MAJOR MEDICAL

1. The College shall provide Blue Cross/Blue Shield CPI Health Insurance Plan or a comparable hospital, surgical and major medical benefit plan with the College paying ninety percent (90%) of the cost of dependent coverage and one-hundred percent (100%) of the cost of employee coverage.

2. In the event of the death of a faculty member, the College will assume the cost of his/her dependent coverage, if any, for a period of six (6) months following the death of faculty member.

B. DENTAL INSURANCE

1. The College shall also provide the Basic Allstate dental plan or a comparable basic dental plan with the college paying ninety percent (90%) of the cost of dependent coverage and one-hundred percent (100%) of the cost of employee coverage.

2. The College shall also provide the Allstate major restorative dental plan or a comparable restorative dental plan with the College paying one-hundred percent (100%) of the cost of the insurance premiums for employees only.

C. LIFE INSURANCE

The College shall provide life insurance in an amount equal to one and one-half (1 1/2) the faculty member's base salary rounded to the highest five hundred ($500) dollars.

D. LONG-TERM DISABILITY

1. The College agrees to provide long term disability (LTD) benefits at the rate of sixty five per-cent (65%) of base salary effective August 16, 1986. The maximum monthly benefit under this plan will be thirty-five hundred dollars ($3500). The College will continue full payment of the costs of long-term disability insurance. New faculty will be eligible for long-term disability coverage on the January 2, or June 1 dates following the semester they commence actively teaching for the College.

E. COST CONTAINMENT

The College and the Faculty Federation agree to meet jointly and discuss cost containment features which would assist the College in meeting its requirements under the benefits clause in this agreement.

F. TUITION WAIVER

Tuition at Bucks County Community College is waived for full-time employees covered by this Agreement and their spouses and dependent children as defined by the Internal Revenue Service, provided they reside in the County of Bucks.

G. The College urges all faculty employees to safeguard and review with their spouse and/or beneficiary the details of their medical, dental, life insurance and long term disability insurance booklets that are provided to them by the insurance companies through the group employee coverage in those areas.

ARTICLE XVII SENIORITY, TRANSFERS AND DISPLACEMENT

A. Seniority

1. Seniority shall be on a College-wide basis and shall mean a employee's length of full-time, regular service from the most recent date of employment. All leaves, except as otherwise specified, provided for in this Agreement shall be considered continuous employment when determining seniority. In the event two (2) or more employees have the same seniority, length of employment at the College (1) as a previous full-time; (2) as rendering previous teaching service; and (3) other previous teaching experience, shall be used to resolve conflicts. In the event these are not conclusive or in the event there has been no such employment, the date of the employee's letter of appointment shall govern.

2. Those who hold non-bargaining unit positions within the College shall retain seniority earned through service in bargaining unit positions, but they shall not accrue additional seniority while out of the bargaining unit. Provided however that Department Chairpersons shall retain and accrue seniority while serving as such and existing Deans and Assistant Deans of the Academic year 1973-74 shall retain and accrue seniority while serving as such.

B. Transfers

1. In the event the Board determines that a vacancy and/or opening in the bargaining unit exists, the Board shall post and publish it in the Staff Bulletin and no such vacancy and/or opening shall be filled on a permanent basis for thirty (30) calendar days after such notification so that all interested employees shall have had an opportunity to apply for such vacancy and/or opening.

2. In the event a department, program, discipline or course is transferred to a different department or administrative unit, thereby affecting the displacement of a member of the bargaining unit, the employee in that department, program, discipline or course(s) also shall be transferred.

C. Displacement

In the event of a reduction in the number of employees for any reason, the following shall apply:

1. An employee who cannot be employed by the exercise of seniority within his/her department or subject area shall, if he has the required seniority, shall have the right to be employed in any other position within his/her areas of qualification(s). Such employee shakl be deemed qualified in an area if he/she meets the minimum hiring qualifications of the position.

2. If an employee exercises the above rights, the most junior employee in that employee's areas of qualification(s) will be displaced.

3. Displacement of another employee shall not occur if a full-time position can be made available by the elimination of part-time and overload assignments which the employee is qualified to teach.

4. An employee who has exercised his right of displacement shall be reinstated to his original department or subject area when a position for which he is qualified becomes available.

5. Any employee who is displaced and for whom no position exists shall be placed on a recall list and shall retain all prior accrued rights, seniority, and benefits obtained up to the date he/she was placed on the recall list, and all of these rights and his/her position on the recall list shall be retained for a period equal to his length of service with the College. However, the maximum period a displaced faculty member may retain his/her rights of placement on the recall list and the accrued rights, seniority, and benefits listed above shall not exceed seven (7) years.

6. Recalls of qualified employees shall be based on seniority. Upon recall to full employment, an employee shall retain all accrued rights, seniority, and benefits earned prior to lay-off or displacement as stipulated in this Article and shall immediately begin to accrue additional seniority for all purposes.

7. Notification of recall shall be by certified letter. The faculty member shall have fifteen (15) calendar days to respond. If he/she does not accept the position offered within the fifteen (15) calendar days he/she shall be considered resigned. Return to employment may not be required prior to the beginning of the next academic year. It is the responsibility of the employee to keep the College informed of his/her current address. The College is free to fill a position, using any appropriate method, while awaiting the return of a recalled employee.

D. Notification of the elimination of the position of an employee shall be made no later then March 15.

E. Any employee transferring or exercising his/her right of displacement shall retain all accumulated seniority for all purposes and all previously earned rights and benefits.

F. The College shall provide the Federation with a list of all employees in the Bargaining unit in the order of seniority, as defined above, by December 1st.

ARTICLE XVIII TOTALITY OF AGREEMENT

Except as otherwise specifically provided within this Agreement, the parties hereto agree that all items presented for or subject to negotiation have been discussed during the negotiations leading to this Agreement and, therefore, agree that for the term of this Agreement or any extension thereof, negotiations will not be conducted on any item, whether contained herein or not, except by mutual agreement.

ARTICLE XIX AGREEMENT AGAINST STRIKES AND LOCK-OUTS

During the term of this Agreement or any extension thereof, the Federation shall not, either directly or indirectly, countenance, support, suggest or participate in any strike, work-stoppage, or slow-down of any sort; nor shall there be any lock-out on the part of the Board.

ARTICLE XX SEVERABILITY

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that this Agreement shall continue in effect. In such event, within ten (10) calendar days after the voiding of the provision, the parties shall meet for the purpose of negotiating a substitute provision.

ARTICLE XXI TERM OF AGREEMENT

This Agreement shall remain in full force and effect to and including August 15, 1989, and shall automatically renew itself from year to year thereafter unless, no later than March 1, 1989, either party shall serve written notice on the other of its desire to terminate, modify, or amend this Agreement. Upon service of such notice, negotiations shall begin no later then March 8, 1989, so as to permit the parties to conform to the requirements of Article VIII of Act 195.

In witness whereof, the parties hereto have caused these presents to be duly executed and sealed the day and year first above written.

BUCKS COUNTY COMMUNITY COLLEGE

JOHN KARPAC, CHAIRMAN
BOARD OF TRUSTEES

BUCKS COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS, LOCAL 2238, AMERICAN FEDERATION OF TEACHERS, AFL-CIO

WILLIAM HEASLIP, PRESIDENT
LOCAL 2238, AFT AFL-CIO

SIDE LETTER OF AGREEMENT
August 5, 1986

The provisions set forth below shall apply to all members of the faculty who do not presently hold tenure, but hold a regular faculty position and are teaching a full load at bucks County Community college as of August 5, 1986.

TENURE:

1. Tenure requires six (6) years of college level teaching, the last four (4) years of which must be at bucks County Community College.

2. During the fifth (5th) year of college teaching the faculty member must be notified in writing by September 15 of (A) intent to award tenure upon successful completion of the sixth (6th) year of probation at the College, the faculty member must be given notice in writing by December 15 of intent not to renew or of the awarding of tenure with the following academic year. Any dispute arising out of the failure to award tenure in the sixth (6th) year shall be process through the grievance procedure including binding arbitration.

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COLLEGE POLICIES

STATEMENT ON PRACTICES AND POLICIES

In addition to those policy matters covered under Article XI.G, the Federation is to receive prior notice of contemplated changes in other policies and practices affecting wages, hours, and other terms and conditions of employment, as well as the impact thereon.

The President of the Federation will also receive copies of the agenda and minutes of regular and special Board meetings.

COLLEGE POLICIES

These policies were adopted by the Board of Trustees at their August 24, 1972 meeting.

LABORATORY CLASS ENROLLMENT

Enrollment in laboratory classes is determined by the maximum of properly equipped student work stations. Enrollment by students in laboratory classes during the add-drop period shall be allowed up to the maximum as determined by the number of student work stations; enrollment beyond the maximum is only by permission of the teacher.

TEACHING SCHEDULE ASSIGNMENTS

A minimum of twelve (12) hours shall elapse between a faculty member's last regularly scheduled class or hours in a day and his/her first regularly scheduled class or hours on the following day unless otherwise requested by the faculty member. A teaching overload is exempt from this procedure. Also exempt are those cases resulting from the teacher's request to be assigned an evening different from the proposed schedule.

FACULTY ATTENDANCE AT CONVOCATION AND GRADUATION

Attendance at Convocation and Graduation is encouraged but voluntary. Faculty members not expecting to attend shall notify the appropriate department chairperson not later then fourteen (14) calendar days before the event.

SERVICE ON COLLEGE COMMITTEES

Service on a specific committee is voluntary but faculty members are strongly encouraged to participate in College affairs through active service on College committees. Faculty members should normally limit their service on a specific committee to two consecutive academic years.

COURSE PREPARATION

Teachers should have no more than two different course preparations each semester unless requested by the teacher. Where the nature of course offerings and the number of available teachers prevent the accomplishment of these course preparation guidelines, courses shall be assigned so as to accomplish a minimum number of preparations per teacher.

COLLEGE POLICIES

FACULTY CAMPUS HOURS

When faculty members are not scheduled for classes, office hours, College committees, or other required College meetings, they are not required to be on campus. College officials may call on faculty members in emergency situations.

FACULTY PARTICIPATION IN REGISTRATION

Teachers are not required to participate in the registration procedure for day classes. Academic advising is not part of the registration procedure and remains the advisor's responsibility.

ASSIGNMENT OF ADVISEES

The assignment of advisees to an academic advisor will be made so that a student's educational goals fall within the general area of an advisor's professional preparation. When a student's educational goals are unclear, the most appropriate assignment shall be made according to individual circumstances.

OVERLOAD ASSIGNMENTS

Teachers holding an appointment to the faculty will be given primary consideration in the assignment of overload and in summer session teaching appointments, provided teacher requests for consideration are received by the department chairperson by established deadlines.

COURSE ASSIGNMENT FOR ADMINISTRATION

In cases where jurisdiction over course assignment is questioned, the several department faculties concerned shall, through their Department Chairperson, consult with the appropriate Dean. If, as a result of such consultation, there is a failure to resolve the differences, the Dean shall assign the responsibility to the appropriate department.

COLLEGE POLICIES

COURSE DESIGN

Course design, instructional materials, including texts and course syllabi, shall be established by the teacher or teachers assigned to the course. The objectives shall be presented to the department for approval. In no case shall a teacher abrogate the approved course objectives.

TEXTBOOK ROYALTY

If a textbook or other instructional material, written by an employee holding an appointment to the faculty, is adopted for instructional use in his own class and must be purchased by students, thus yielding royalty to the author, he shall contribute such royalty to his selected student financial aid fund at Bucks County Community College.

The following policies were adopted by the Board of Trustees at their August 27, 1972 meeting.

FACULTY RECRUITMENT AND SELECTION

Each department shall annually elect a committee or act as a committee of the whole whose function, together with the Department Chairperson, shall be the screening of applicants for positions within that department. The committee, together with the Department Chairperson, shall recommend candidate(s) meeting the conditions of appointment for each position available to the appropriate Dean and the President of the College, who will make his appointment from among the candidate(s) recommended. If the filling of a vacancy is urgent, and the Department Committee and/or the Department Chairperson, in that order, are not available, then the President shall make the appointment.

DEPARTMENTAL PARTICIPATION IN BUDGET-MAKING

Individual departments, together with the Department Chairperson, shall participate in the departmental budget-making process.

DEPARTMENTAL EVALUATION CRITERIA

College-wide criteria for the evaluation of departmental members may be supplemented by each department. Each department, together with the Department Chairperson, shall participate in establishing these supplemental criteria.

COLLEGE POLICIES

The following policy was amended by the Board of Trustees at their October 29, 1986 meeting.

GUIDELINES FOR SCHEDULING

Individual departments, with the department chairperson, shall work together with the appropriate Dean in the determination of the guidelines for scheduling the course assignments for members of the department. This shall be done, within reason, so as to permit the members to engage in scholarly professional and/or other creative pursuits in their fields, and to permit the handling of unusual personal circumstances.

The following is the amendment:

The President of the College will appoint an ad hoc committee in the fall semester of 1987 on faculty scheduling.

The following policies were adopted by the Board of Trustees at their September 1973 meeting.

PERIODIC REVIEW OF PROGRAMS, COURSES AND ENROLLMENT PATTERNS

Department Chairperson, in cooperation with the teachers of the department, are responsible for the examination and review of all programs of study, courses, and enrollment patterns for which the department is administratively responsible. The examination and review shall occur not less then once every four years.

DEPARTMENTAL PARTICIPATION

Each department shall elect a committee or act as a committee of the whole whose function shall be to meet with the appropriate Dean to consider all eligible candidates for the department chairperson position. Together they will agree upon candidate(s) to recommend to the President of the College for approval as Department Chairperson. The President of the College and the Faculty will appoint a Department Chairperson from the recommendations of the appropriate Dean and the committee for a period of two (2) years.

Such appointment shall be made by April 1. In the event that the President should prefer not to approve any of the candidates, which shall be for reasons based on fact, the selection process will begin again. Thereafter, appointments to department chairperson positions will be accomplished by May 1. Appointments to department chairperson positions that have not been accomplished by the time specified may be filled by the President of the College with a one (1) year appointment.

COLLEGE POLICIES

OFFICE HOURS FOR FACULTY

Each faculty member shall schedule five (5) hours per week as office hours. Such hours shall be utilized primarily for consultation with students.

The schedule of hours shall be posted on the door of the office at the beginning of each semester, with a copy to the Department Chairperson. The schedule may be changed by the faculty member provided he so notifies the Department Chairperson of such changes.

GUIDANCE COUNSELORS AND LIBRARIANS

Faculty members who are employed as Librarians and Guidance Counselors, although not members of an academic department, shall have the same rights and privileges of academic department faculty members, except involvement in selection of the Director.

EVALUATION

The teaching performance of faculty members shall be subject to evaluation using procedures developed by an ad hoc committee and approved by the President of the College Faculty, provided these are completed by November 1, 1973.

PROPOSALS ON PROGRAMS OF STUDY AND COURSES

Proposals for addition, deletion, or change to programs of study or courses shall pursue the objectives of the College and may come from the professional staff, students, or the community the College serves. Each proposal must be in writing. The initiating or originating of course design, content, additions, deletions, or other changes within courses is the primary responsibility of the professional staff of the College.

The proposal shall be placed on the agenda of the next scheduled department meeting to begin a thorough review and evaluation. The department recommends the proposal to the appropriate committee, rejects it, or returns it to the proposer for more information or further consideration.

COLLEGE POLICIES

The following policy was adopted by the Board of Trustees at their November 9, 1977 meeting.

EARLY RETIREMENT

Members of the faculty with five years or more of service with the College become eligible to select early retirement the academic year during which they become sixty (60) years of age.

Any faculty member who elects early retirement shall receive pro-rated salary and pro-rated fringe benefits based upon a proportionate reduction in instructional time, office hours, and related teaching duties.

The following policy was adopted by the Board of Trustees at their October 29, 1986 meeting.

EVALUATION OF CHAIRPERSONS

Chairpersons shall be evaluated by department members at least every two years. The Dean shall distribute a written evaluation instrument to department members which shall allow for specific responses to questions and other faculty comment. This evaluation form shall be distributed by the Dean's Office and returned by members of the faculty to the Dean. Thereafter, the Dean shall meet with the department members to discuss the evaluations. The Dean will meet with the chairperson subsequent to the evaluation process to give him/her a summary of the written and oral responses.

ERIC Clearinghouse for Junior Colleges JAN 27 1989